1947.

File No. T. D.

Legal DEPARTMENT

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Subject K Trust Deeds

Municiple Jackon

E.S. H.S. Baithongal on account

of building grant paid to

the Excution of the -

P.S. E

File No. T. D Belgaum 47

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Registered

RDN 25/9

No. S-42(c)-223-C.
Poona, 23 September, 1947.

From

The Director of Public Instruction,
Bombay Province, Poona.

To

The Solicitor to Government,
Legal Department, Bombay.

1356
25/9

Subject :- Trust Deed.

Municipal Jackson H.S.Bailhongal.
On account of building grant paid to the --
Execution of the --

.....

Sir,

I have the honour to say that a building grant of Rs. 6979/- has been paid to the Municipal Jackson H.S.Bailhongal, towards the construction of school building and the purchase of site. It is necessary to take steps for the execution of a Trust Deed from the management in accordance with Rules 87 and 88 of Grant-in-aid Code. I enclose a copy of the draft thrust deed submitted by the management and request that you will be so good as to let me know whether the draft trust deed is in order.

Your obedient servant,

svm 22/9

for Director of Public Instruction.

THIS INDENTURE made the day of one sand nine hundred and forty seven BETWEEN the Municipality of Ba Hongal, District Belgaum, constituted under the Bombay District Municipal Act, 1901 (hereinafter referred to as "the Municipality") of the one part and the Governor of Bombay (hereinafter referred to as "the Government") of the other part. WHEREAS the Municipality is possessed of and absolutely entitled in perpetuity free from incumbrances to the piece of land described in the Schedule hereto and intended to be hereby assured; AND WHEREAS the Municipality applied to the Government for a building grant-in-aid of Rupees six thousand nine hundred and seventy nine (Rs. 6,979) only for purchase of a site and construction of a school building thereon to be known as Municipal Jackson High School and has satisfied the Director of Public Instruction, Province of Bombay, that the building is intended for and will be devoted to educational purposes and in part to secular education, that the plans estamates and specifications are satisfactory, that the title of the Municipality to the piece of land described in the schedule hereto is good and in order and that the building have been constructed AND WHEREAS by the rules now in force in the Province of Bombay for regulating the application of grants made by the Government in aid of schools it is provided (inter alis) that no portion of a Building Grant shall be paid to the Managers of a school unless and until they execute or agree to execute a Trust Deed as in the said rules provided, AND WHEREAS the Government has sanctioned a Building Grant of Rupees six thousand nine hundred and seventy nine (Rs. 6,979) only which sum has been duly paid and payment of which the Municipality hereby acknowledges in consideration of the Municipality executing to the Government such conveyance of assurance as is hereinafter contained which the Municipality has agreed to do; AND WHEREAS the Commissioner, Southern Division, has sanctioned the transfer hereby made and such sanction is recorded in his Memorandum No. M.U.N.S. dated the day of 194 .

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of Rupees six thousand nine hundred and seventy nine (Rs. 6,979) only paid as aforesaid by the Government

to the municipality the Municipality doth hereby grant, conve assign unto the Government ALL THAT piece or parcel of land des bed in the schedule hereto TOGETHER with all and singular the bu -ing and erections now being or which may hereafter be thereon expressly including the said building erected as aforesaid and all rights, easements and appurtenances whatsoever usually held or occupied therewith or reputed to belong or be appurtenant thereto and also all fittings and fixtures being in and belonging to or us- ed or to be used for the said school and all the estate, right title interest, claim and demand of the Municipality in and upon the said premises TO H LD the said piece of land, chattles and effects and all other premises expressed to be hereby assured unto and to the use of the Government according to the nature and tenure thereon respectively; AND the Municipality doth hereby for itself and its sucessors covenant that it has power to grant all the said premises to the Government in manner aforesaid free from incumbrances and t that the Municipality and every person claiming through or in trust for the Municipality will at all times at the cost of the Municipa- lity execute and do all such assurances and things for the further or better assuring the said premises to the Governments as aforesaid as shall be reasonably required, AND it is hereby declared and agreed that the Government shall hold the said premises upon the trusts and to and for the intends and purposes following, that is to say UPON TRUST to permit the Municipality to enter upon the said premises for the purposes and on the conditions following, namely, that the Municipality and its successors shall -

(1) maintain and keep at all times in good and substantial repair and condition all the buildings now being, or which may hereafter be on the said pie e of land to the end that the same may be always efficient for use for the purposes of a school;

(2) pay all rates, charges, assessments and expenses leviable or chargeable in respect of the said premises and buildings;

(3) use all the said premises and buildings as and for the purpo- ses of a public school to be devoted wholly to education and in part to secular education;

(4) manage and conduct the said school in all respects in accord- ance with the rules and regulations for the time being in force of

the Educational Department of the Government of Bombay;

(5) keep the said school at all times open to the inspection of the Inspecting Officers of the Educational Department of the Government of Bombay; and

(6) keep at all times the building or buildings already erected or which may hereafter be erected on the said premises in respect of which a building grant ahs been given (except the building or buildings in respect of which the Executive Engineer Bilgaum Division has issued a certificate that in his opinion the risk of fire is not sufficiently great as to render insurance desirable and so long as such certificate has not been cancelled by the Executive Engineer in writing) ismured in the joint names of the Municipality and the Government against loss or damage by fire in a sum equal to the cost of such building or buildings including flooring but exclusive of foundation and plainthat the least in some respectable insurance office to be approved by the Government or its Agent for the time being and regularly pay the premimums which shall become payable in respect of such insurance and whenever thereunto required so to do, produce to him the policy or policies of such insurance and the receipt for the premiums paid thereon in respect of the current year and shall unless the Municipality has forefeited its right or claim to such policy or policies of insurance as hereinafter provided apply all moneys which may be received by virtue of any such policy or policies in rebuilding or reinstating the premises destroyed or damaged.

PROVIDED ALWAYS and it is hereby declared and agreed that in the event of default being made by the Municipality in the performance of any of the conditions hereinbefore mentioned the Building Grant or so much of the same as shall not then have been made shall lapse and the aggregate amount of the said Building Grant and all future Building Grants from time to time advanced by the Government for the school shall be repayable to the Government AND for the purposes of recoveing any moneys so due to the Government it shall be lawful for the Government to enter upon and take possession of the said premises and all buildings, fixtures and fittings thereon and to sell and absolutely dispose of the same free from incumbrances and discharged from the trusts hereof in such manner as the Government in its absolute discretion shall see fit and apply the proceeds of such sale

payment thereout of all costs and expenses attending the same in or towards recouping or reimbursing to the Government the moneys which may as aforesaid have become repayable or due to the Government and pay the surplus, if any, to the Municipality or to such body or person whom the Government may consider lawfully entitled thereto and in any such event the Municipality shall forfeit to the Government all its rights or claim to, over or in respect of such policy or policies of insurance relating to the said buildings and the amount of premiums paid by it in respect of such insurance and the same shall then becom absolutely the property of the Government.

IN WITNESS WHEREOF the President and and two other councillors of the Municipality in ~~the presence~~ pursuance of a resolution passed at the General Meeting of the Municipality on have hereunto set their respective Lands and the Common Seal of the Municipality hath been hereto affixed and Director of Public Instruction, Province of Bombay, hath set his hand and the seal of his office hereto on behalf of the Governor of Bombay; the day and the year first above written.

THE SCHEDULE ABOVE REFERRED TO

Description and boundaries of the property.

The piece or parcel of land measures in superficial area one Acre and ten gunthas be the same a little more or less, situated in the town of Bail Hongal and bearing Revision No. 38A in the Taluka of Sampgaon in the District of Belgaum and in the Registration Sub-District of in the district and measures from North to South 220 feet and from East to West 62 feet 248 feet be the same a little more or less and it is bounded as follows:-

On the North by Cast Track leading to Chokkop village
On the South by Revision Survey No. 43
On the East by Revision Survey No. 38C
On the West by Revision Survey No. 38A

and is for greater clearness delineated on the plan hereto annexed and signed by the Executing parties aforesaid.

Signed and delivered by
President,
and
and
The Councellors of the Municipality of
Bail-Hongol
and sealed with the common seal
of the Municipality of Bail-Hongol
in the presence of
1)
2)

Signed Sealed and Delivered
by Esquire.,
Director of Public Instructions
Province of Bombay in the presence of

No. 9987 / 1134

Legal Department,

Bombay Castle, 16th October 1947.

To

The Director of Public Instruction;
Bombay Province, Poona.

Subject:- Trust Deed Municipal Jackson High School, Bail hongal on account of building grant paid to the - Execution of the -

Sir,

With reference to your letter No. S.42(c)-223-C, dated the 23rd September 1947, on the subject noted above, I have the honour to forward herewith a revised draft Trust Deed.

Your obedient servant,

15/10

Oc/ Offg. Solicitor to Government.

Kc.6.10.
Poona.

16/10

12/7/12 Submitted after issue

File in T.D/Belgium

PKP
PB/10

Sdr RDN 10/10

T.D. Bel/47
21.10.47